



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT7007-ROS 1
EFFECTIVE BEGIN DATE: 07-01-2005
EXPIRATION DATE: 06-30-2006
PAGE: 1 of 8

BUYER :

PAYMENT TERMS (%): DAYS:

VENDOR:

Ross Labs Div. Of Abbott
Ste 1310
75 Remittance Dr
Chicago, IL 60675-1310
USA

VENDOR CONTACT:

No Contact Specified

PHONE: 515 999-9999

EXT:

EMAIL:

VENDOR #: 36096844000

DESCRIPTION OF ITEMS CONTRACTED

Nutrient Formula Contract per University of Iowa RFQ #10824.

Nutrient Formula Contract per University of Iowa RFQ #10824. Refer pricing questions to James Jetter at phone 319-335-0383.

All flavors of a specific item are available and priced the same unless specifically noted.

Minimum Order: 1 Case

Payment Terms: 2% 10, Net 30

Customer Service Phone 800-367-7677 (non-hospital) or 800-551-5838 or FAX 800-986-8548.

RENEWAL PERIODS REMAINING

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT7007-ROS 1

EFFECTIVE BEGIN DATE: 07-01-2005
EXPIRATION DATE: 06-30-2006
PAGE: 2 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
1	0.00000	CASE	2712846 SUPPLEMENT, FOR ORAL AND TUBE FEEDING, READY TO USE, LACTOSE A2031, Pulmonary Tube Feeding. Ross 699, Pulmocare 1.5 24 / 8 oz. can / case	\$22.500000
2	0.00000	CASE	27128452102 8 OZ. CAN, VANILLA, 1.5 CAL/ML ENSURE PLUS NO. 50464 OR EQUA A3001 Oral Supplement 1.5Kcal/cc Ross 50464, Ensure Plus 24 / 8 oz cans / case	\$9.750000
3	0.00000	CASE	2712860 SUPPLEMENT, LIQUID, FOR TUBE AND ORAL FEEDING, LACTOSE FREE A3011 Tube Feeding, 2.0kcal/cc Ross 729, Twocal HN 24 / 8 oz. cans / Case	\$14.700000
4	0.00000	CASE	2719638 ELECTROLYTE POWDER AND SOLUTIONS A3041 Powdered Carbohydrate Modular 3.8 kcal/cc Ross 746, Polycose Powder 6 / 12.3 oz. cans / Case	\$28.710000
5	0.00000	CASE	2712870 SUPPLEMENT, PUDDING A4001 Pudding Supplement Ross 54844 Ensure Pudding 48 / 4 oz. cans / Case	\$23.000000
6	0.00000	CASE	2712821 FORMULA, ORAL, HIGH PROTEIN, LACTOSE FREE, READY TO USE A9041 Moderate Protein Ross 52100 Ensure HiPro 24 / 8 oz cans / Case	\$13.450000
7	0.00000	CASE	27128601302 8 OZ. CAN, VANILLA, 1 CAL/ML, ENSURE NO. 50460 OR EQUAL, 24/ G1003 Standard Protein Oral Formula Ross 50460 Ensure 1.06 24 / 8 oz.cans / Case	\$8.950000
8	0.00000	CASE	27128510800 8 OZ. CAN, VANILLA WITH FIBER, 237 CALORIES, GLUCERNA OR EQU G1410 Reduced Carbohydrate, Mod. Fat with fiber. Ross 50240 Glucerna 24 / 8 oz.cans / Case	\$19.490000
9	0.00000	CASE	27128400978 LIQUID, 8 OZ. CAN, VANILLA, TWOCAL HN OR EQUAL - 24 CAN/CS. G3000 Oral Supplement 2.0kcal/cc Tube Feeding Only Ross 729 Twocal HN 24 / 8 oz.cans / Case	\$14.700000
10	0.00000	CASE	27128401000 LIQUID, 8 OZ. CAN, VANILLA WITH FIBER, ENSURE PLUS HN (#5065 G3003 Supplement 1.5kcal/cc Oral Only ROSS 50464 Ensure Plus 24 / 8 oz.cans / Case	\$9.750000
11	0.00000	CASE	27128601088 8 OZ. CAN, CHOCOLATE, 1 CAL/ML, ENSURE NO. 50462 OR EQUAL, 2 G5601 Instant Breakfast, Chocolate Liquid Pak Ross 50462 Ensure 24 / 8 oz. / Case	\$8.950000
12	0.00000	CASE	27128401604 LIQUID, 1 LITER, READY TO HANG, ISOTONIC, OSMOLITE HN (#668) U1003 Standard Protein Closed System Tube Formula Low Osmolality ROSS 50350 Osmolite RTH 8 / 1-liter / Case	\$19.000000



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT7007-ROS 1

**EFFECTIVE BEGIN DATE: 07-01-2005
EXPIRATION DATE: 06-30-2006
PAGE: 3 of 8**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
13	0.00000	CASE	27128401109 LIQUID, 8 OZ. BTL, VANILLA WITH FIBER, 250 CALORIES, JEVITY U1020 Standard Formula Ross 53118 Jevity 1.2 cal 24 / 8-oz.cans / Case	\$22.340000
14	0.00000	CASE	27128401109 LIQUID, 8 OZ. BTL, VANILLA WITH FIBER, 250 CALORIES, JEVITY U1040 Standard Formula Hi-Cal ROSS 57333 Jevity 1.5 cal 24 / 8 oz.cans / Case	\$23.740000
15	0.00000	CASE	2712840 SUPPLEMENT, FOR TUBE AND ORAL FEEDING, HIGH NITROGEN, LOW RE U1043 Standard Formula Hi Cal with fiber closed system tube feeding low osmolality Ross 57329 Jevity 1.5 cal RTH 24 / 8 oz.cans / Case	\$35.680000
16	0.00000		27128	\$0.000000
17	0.00000	CASE	Diets, Complete, Liquid; and Liquid Food Supplements (Oral a 27128510800	\$19.490000
18	0.00000	CASE	8 OZ. CAN, VANILLA WITH FIBER, 237 CALORIES, GLUCERNA OR EQU U1040 Reduced Carbohydrate, MOD. FAT with Fiber Ross 50240, Glucerna 24 / 8 oz cans / Case	\$206.000000
19	0.00000	CASE	2712833 SUPPLEMENT, POWDER, CARBOHYDRATE U1921 Cyclinex-2 Powder Metabolic Formula System 325gm/cn. Ross 51146 Cyclinex-2 6 / 11.4 oz cans / Case	\$26.460000
20	0.00000	CASE	2712870 SUPPLEMENT, PUDDING U2810 Enlive Peach Ross 54778 300 cal/cn 27 / 8 oz.cans / Case	\$26.460000
21	0.00000	CASE	27128601252 SUPPLEMENT, PUDDING U2811 Enlive Apple Ross 54775 Enlive 27 / 8 oz.cans / Case	\$8.950000
22	0.00000	CASE	27128214155 8 OZ. CAN, VANILLA, ENSURE (#711) OR EQUAL - 24/CS. U3011 Ensure Vanilla Ross 50460 Ensure 24 / 8 oz.cans / Case	\$13.450000
23	0.00000	CASE	27128451823 LIQUID, BANANA NO. 52102, WILDBERRY NO. 52104, VANILLA NO. 5 U3083 Ensure High Protein Wildberry Ross 52104 Ensure HP 24 / 8 oz.cans / Case	\$9.750000
24	0.00000	CASE	27128451757 8 OZ. CAN, CHOCOLATE, 1.5 CAL/ML ENSURE PLUS NO. 50466 OR EQ U3212 Ensure Plus Chocolate Ross 50466 Ensure Plus 24 / 8 oz.cans / Case	\$9.750000
			8 OZ. CAN, BUTTER PECAN, 355 CALORIES, ENSURE PLUS OR EQUAL, U3213 Ensure Plus Butter Pecan Ross 51894 Ensure Plus 24 / 8 oz.cans / Case	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT7007-ROS 1
EFFECTIVE BEGIN DATE: 07-01-2005
EXPIRATION DATE: 06-30-2006
PAGE: 4 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
25	0.00000	CASE	27128451856 8 OZ. CAN, COFFEE, 355 CALORIES, ENSURE PLUS (#717) OR EQUAL U3214 Ensure Pllus Coffee Ross 51740 Ensure Plus 24 / 8 oz.cans / Case	\$9.750000
26	0.00000	CASE	27128451989 8 OZ. CAN, STRAWBERRY, 1.5 CAL/ML ENSURE PLUS NO. 50646 OR E U3215 Ensure Plus Strawberry Ross 50646 Ensure Plus 24 / 8 oz.cans / Case	\$9.750000
27	0.00000	CASE	27128451906 8 OZ. CAN, EGG NOG, 355 CALORIES, ENSURE PLUS (#716) OR EQUA U3216 Ensure Plus Eggnog Ross 51742 24 / 8 oz.cans / case	\$9.750000
28	0.00000	CASE	2712870 SUPPLEMENT, PUDDING U4001 Ensure Pudding Vanilla Ross 54844 48 / 4 oz.cans / Case	\$23.000000
29	0.00000	CASE	2712870 SUPPLEMENT, PUDDING U4002 Ensure Pudding Chocolate Ross 54846 Ensure Pudding 48 / 8 oz. cans / case	\$23.000000
30	0.00000	CASE	2712870 SUPPLEMENT, PUDDING U4004 Ensure Pudding Butterscotch Ross 54848 Ensure Pudding 48 / 4 oz. cans / Case	\$23.000000
31	0.00000	CASE	2712833 SUPPLEMENT, POWDER, CARBOHYDRATE U6680 Amino Acid-modified Medical Food Powder Ross 51114 Ketonex-2 6 / 400gm cans / Case	\$375.000000
32	0.00000		2712852 SUPPLEMENT, METABOLIC FORMULA, FOR PATIENTS DIAGNOSED WITH P U8045 Medical Food Powder Amino Acid Modifier 350 gm/cn. Ross 51120 Phenex-1 6 / 12.3oz cans / Case Bracket Pricing as follows: \$107 from 1 to 10 cases \$105 from 11 to 25 cases \$104 from 26 to 75 cases \$102 from 76 or more cases	\$0.000000
33	0.00000		2712852 SUPPLEMENT, METABOLIC FORMULA, FOR PATIENTS DIAGNOSED WITH P U8050 Medical Food Powder Amino Acid Modifier 325gm/cn Ross 51122 Phenex-2 6 / 11.4 oz. cans / Case Bracket Pricing..... \$210 from 1 to 10 cases \$208 from 11 to 25 cases \$206 from 26 to 75 cases \$204 from 75 or more cases	\$0.000000
34	0.00000	CASE	27128321257 POLYCOSE, 4.2 OZ/CAN, 48/CASE U8060 Liquid Carbohydrate Modular 2.0kcal/cc Ross 431 Polycose Liquid 48 / 4.2 oz Bottles / Case	\$70.310000



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT7007-ROS 1
EFFECTIVE BEGIN DATE: 07-01-2005
EXPIRATION DATE: 06-30-2006
PAGE: 5 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
35	0.00000	CASE	2712852 SUPPLEMENT, METABOLIC FORMULA, FOR PATIENTS DIAGNOSED WITH P U8081 Pro-Phree Powder Metabolic Formula System 350gm/cn Ross 51148 Pro-phree 6 / 12.3 oz cans / Case	\$46.000000
36	0.00000	CASE	2712852 SUPPLEMENT, METABOLIC FORMULA, FOR PATIENTS DIAGNOSED WITH P U8091 Pro Mod Protein Supplement Ross 775 6 / 275gm cans / Case	\$48.000000
37	0.00000	CASE	27128451625 8 OZ. CAN, VANILLA, PROMOTE WITH FIBER OR EQUAL, 24/CS U8097 High Protein With Fiber Ross 51872 Promote 24 / 8 oz.cans / Case	\$16.500000
38	0.00000	CASE	27128575001 1 LITER, READY TO HANG, VANILLA, PULMOCARE #512040 OR EQUAL U8102 Pulmocare Vanilla Ross 51240 Pulmocare RTH 8 / 1-Liter / Case	\$42.900000
39	0.00000	CASE	27128400978 LIQUID, 8 OZ. CAN, VANILLA, TWOCAL HN OR EQUAL - 24 CAN/CS. U8200 Oral Supplement Ross 729 TwoCal HN 24 / 8 oz.cans / case	\$14.700000
40	0.00000	CASE	27128400978 LIQUID, 8 OZ. CAN, VANILLA, TWOCAL HN OR EQUAL - 24 CAN/CS. U8250 Oral Supplement 2.0kcal/cc Ross 54064 Twocal 24 / 8 oz.cans / Case	\$14.700000
41	0.00000	CASE	27128400978 LIQUID, 8 OZ. CAN, VANILLA, TWOCAL HN OR EQUAL - 24 CAN/CS. U8253 Oral Supplement High Nitrogen 2.0kcal/cc Ross 57047 Twocal HN RTH 8 / 1-liter / Case	\$55.490000
42	0.00000	CASE	2713020 BAG, INTERNAL NUTRITION, W/PRE-ATTACHED GRAVITY FEEDING SET U9710 Flexiflo Toptainer with companion pumpset (pre-attached) Ross 494 Flexiflo 30 / Case	\$123.950000
43	0.00000	EA	2712819 GRAVITY SETS & ENTERAL PUMPS FOR LIQUID SUPPLEMENT ADMINISTR U9845 Flexiflo Quantum Pump Ross 505960111 1 per Case	\$575.000000
44	0.00000	CASE	27128195503 GRAVITY BAG, VINYL, 30/CS U9878 Flexiflo Embrace Bag Ambulatory (must match pumps) Ross 55355 Embrace 30 per case.	\$161.810000
45	0.00000	CASE	27130202651 FLEXIFLO EASY FEED NO. 056 OR EQUAL, 30/CS U9885 Easy Feed with Gravity Bag (must match pumps) Ross 00056 Easy Feed 30 per case	\$53.000000
46	0.00000	CASE	27128191304 300 ML. CAPACITY, PUMP SET WITH PIERCING PIN AND FLUSH BAG, U9910 Spike Set / Flush Bag ROSS 50604 Quantum 30 per case.	\$129.000000



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT7007-ROS 1
EFFECTIVE BEGIN DATE: 07-01-2005
EXPIRATION DATE: 06-30-2006
PAGE: 6 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
47	0.00000	CASE	27130208500 TOP FILL BAG W/PRE-ATTACHED QUANTUM PUMP SET, W/FLUSH BAG, F U9911 Top Fill / Flush Bag Ross 50606 Quantum 30 per case.	\$159.000000
48	0.00000	CASE	27130 Enteral Administration Systems (For Tube Feeding, etc.) U9912 Spike SET Ross 55359 Embrace 30 per case.	\$76.540000
49	0.00000		27128 Diets, Complete, Liquid; and Liquid Food Supplements (Oral a	\$0.000000



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT7007-ROS 1
EFFECTIVE BEGIN DATE: 07-01-2005
EXPIRATION DATE: 06-30-2006
PAGE: 7 of 8

TERMS AND CONDITIONS

Incorporation

The Request for Proposal no. _____ [or bid no. _____] and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State of the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT7007-ROS 1
EFFECTIVE BEGIN DATE: 07-01-2005
EXPIRATION DATE: 06-30-2006
PAGE: 8 of 8

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.